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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDMENT, RATIFICATION, AND REVIVER OF OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lease:**

*Saginaw High  
Fract*

**Effective Date:** August 19, 2008  
**Lessor:** Eagle Mountain-Saginaw Independent School District  
**Initial Lessee:** Aspect Energy, LLC  
**Lessee:** Aspect Abundant Shale LP as current owner  
**Lands:** 88.52 acres more or less in the Josiah Walker Survey and the JH Biles Survey, in Tarrant County, Texas  
**Lease Recording Information:** Document Number D206393550, of the Real Property Records of Tarrant County, Texas

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WHEREAS, Eagle Mountain-Saginaw Independent School District, whose address is 1200 Old Decatur Road, Fort Worth, TX 76179 (the "Lessor"), executed on July 17, 2006, a Paid Up Oil and Gas Lease (the "Lease") having a primary term of one (1) year from, and for as long thereafter as oil or gas or other substances covered by the Lease are produced in paying quantities from the leased premises or from lands pooled therewith or this Lease is otherwise maintained in effect pursuant to the provisions of the Lease. The Lease covers 88.52 acres more or less as more fully described in Exhibit A to the Lease and in the Josiah Walker Survey and JH Biles Survey in Tarrant County, TX (the "Lands"). The Lease was recorded per the Recording Information above.

WHEREAS, Aspect Energy, LLC was the initial lessee of the Lease and pursuant to various assignments, Aspect Abundant Shale LP, whose address is 1775 Sherman Street, Suite 2400, Denver, CO 80203, is now the current lessee, (the "Lessee").

WHEREAS, on July 16, 2007, Lessor and Lessee entered into that certain Amendment to Oil and Gas Lease, covering the Lease and Lands that extended the primary term of the lease until January 16, 2008.

WHEREAS, it is the desire of Lessor and Lessee to again extend and renew the primary term of the Lease which shall expire on August 19, 2009, and Lessor and Lessee ratify, adopt, confirm and revive the Lease all on the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lessor and Lessee agree as follows:

1. Lessor hereby amends, extends, ratifies, revives, adopts, and confirms the Lease and hereby lease, let and demise the Lease unto Lessee in accordance with the terms and provisions contained in the Lease for an additional one (1) year from the effective date hereof. Said one year shall be considered a renewed and revived "primary term" under the terms and provisions of the Lease.
2. Per Paragraph 11 of the Lease, Lessor hereby consents to Lessee assigning all of Lessee's interest in the Lease and Lands and its Amendments to Williams Production- Gulf Coast Company, LP ("Williams").

Lessor acknowledges the Lease is in full force and effect, and Lessor hereby grants, leases, and lets the lands to Lessee, its successors and assigns, as of the effective date hereof, on the terms and provisions provided in the Lease, as hereby amended.

Lessor warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to execute this Amendment, Ratification, and Reviver, of Oil and Gas Lease.

This Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated in this Amendment, Ratification, and Reviver of Oil and Gas Lease, the Lease shall continue in full force and effect as to all of its other terms and provisions.

This Amendment is signed by Lessor and Lessee as of the date of acknowledgment of their respective signatures below, but is effective for all purposes as of the Lease Effective Date stated above.

[Signature Page Follows]

**Signature Page**

**Lessor:**

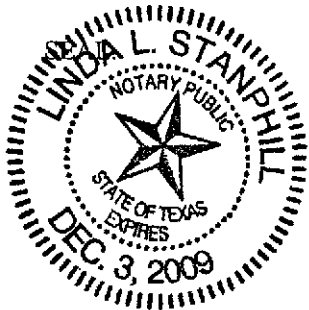
[Signature] By: Sarah Hollenstein  
(Individually and in all Capacities for the above described land)  
[Printed Name] Sarah Hollenstein  
[Title] Board President  
[Entity] Eagle Mountain-Saginaw  
Independent School District

STATE OF TEXAS }

County Of Tarrant }

This instrument was acknowledged before me on 29<sup>th</sup> day of August, 2008,  
2008, by Sarah Hollenstein, Board President of the Eagle Mountain- Saginaw Independent School District.

Linda L. Stanphill  
Notary Public, State of Texas.



please Return to:

1775 SHERMAN ST.  
Suite 2400  
Denver, CO  
80203

Attn: Lynn Worthen



ASPECT ABUNDANT SHALE  
1775 SHERMAN ST STE 2400  
ATTN: LYNN WORTHEN  
DENVER CO 80203

Submitter: ASPECT ABUNDANT SHALE LP

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

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Filed For Registration: 09/02/2008 04:02 PM  
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By:  \_\_\_\_\_



**D208341549**

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RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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